

**MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY**

**REQUEST FOR PROPOSALS  
GENERAL GUIDELINES  
WORKFORCE INVESTMENT ACT (WIA) FUNDED**

**MYSTERY SHOPPING**

**WIN JOB CENTERS**

**Delta Workforce Investment Area  
The Mississippi Partnership Workforce Investment Area  
Southcentral Mississippi Works Workforce Investment Area  
Twin Districts Workforce Investment Area**

**PROPOSALS DUE:  
2:00 P.M. CST March 2, 2007**

**Mississippi Department of Employment Security  
Office of the Governor  
P.O. Box 1699  
Jackson, MS 39215-1699**

**REQUEST FOR PROPOSALS (RFP)**

## **MYSTERY SHOPPING**

### **WIN JOB CENTERS**

Delta Workforce Investment Area  
Mississippi Partnership Workforce Investment Area  
Southcentral Mississippi Works Workforce Investment Area  
Twin Districts Workforce Investment Area

## **INTRODUCTION**

Under the Workforce Investment Act, the State of Mississippi is divided into four workforce areas: Delta; Mississippi Partnership; Southcentral Mississippi Works; and Twin Districts. A map is on page 16. There are WIN Job Centers (One-Stop Centers) in each of the areas where Center staff provides a range of services all designed to assist individuals in locating employment and employers in securing qualified employees. For the convenience of clients, several state and local agencies have either co-located within these facilities or provide access to their services through these facilities to serve both job seeker customers and employer customers. The goal of the WIN Job Centers is to match qualified individuals with quality jobs, which provide a self-sufficient level of income, and to assist individuals with Unemployment Insurance benefits.

The Mississippi Department of Employment Security (MDES) provides services in the WIN Job Centers through contracts with the four Planning and Development Districts that serve as the WIA fiscal agents, through contracts with local community colleges and through funds allocated by the United States Department of Labor for Unemployment Insurance and Wagner Peyser activities. Most of the WIN Job Centers are managed and operated by MDES.

There are forty WIN Job Centers and one Call Center located in Jackson to be included in the Mystery Shopping study divided among the areas as follows:

#### Delta (7)

Batesville  
Clarksdale  
Cleveland  
Greenville  
Greenwood  
Indianola  
Tunica

Mississippi Partnership (12)

Amory  
Columbus  
Corinth  
Grenada  
Desoto County  
Iuka  
Kosciusko  
Louisville  
Oxford  
Starkville  
Tupelo  
West Point

Southcentral Mississippi Works (9)

Brookhaven  
McComb  
Hazlehurst  
Jackson  
Natchez  
Vicksburg  
Yazoo City  
Madison County  
Pearl

Twin Districts (12)

Hancock County  
Biloxi  
Carthage  
Columbia  
Forest  
Gulfport  
Hattiesburg  
Laurel  
Meridian  
Pascagoula  
Philadelphia  
Picayune

Call Center located in Jackson

MDES is soliciting companies, individuals or organizations to respond to the terms of this Request for Proposals (RFP) to perform Mystery Shopping. The proposal must describe the vendor's expertise, implementation plan, and cost for the evaluation of the forty WIN Job Centers and the MDES Call Center as outlined in this RFP. Cost is an important factor. Moreover, time is of the essence, and we are requesting that the proposals be submitted by 2:00 P.M. CST March 2, 2007. Upon receipt of the proposals, MDES will evaluate all offers and identify the vendor that meets its needs, whereupon a contract will be executed with the selected vendor to perform Mystery Shopping of the WIN Job Centers.

## **PURPOSE of RFP**

MDES is soliciting proposals for Mystery Shopping of the forty WIN Job Centers located in the Delta, Mississippi Partnership, Southcentral Mississippi Works, and Twin Districts Workforce Investment Areas and the MDES Call Center located in Jackson.

## **SERVICES DESCRIPTION**

Upon notification of award of contract, the successful contractor will meet with MDES state office staff (in person or by telephone) to discuss details of the mystery shopping activity and to receive final detailed instructions. As part of this process, the contractor will also share his/her knowledge, suggestions and experience to help make the activity more valuable. The MDES staff will NOT provide detailed training to the contractor on the functions of mystery shopping or the principles of the one-stop career center system. This prior knowledge is the responsibility of the contractor.

The contractor will make personal and telephone contact as a job seeker, telephone contact as an employer with each of the forty WIN Job (one-stop) Centers. The contractor will make telephone contact with the Call Center. The contractor should pose as a customer seeking service, for the purpose of identifying strengths and weaknesses of services, facilities, information and resources, processes, customer service and other pertinent items.

These contacts must be sufficient to make reasonable contact with a variety of staff providing service at the WIN Job Centers representing different partner organizations/programs and sufficient to determine the quality of service provided. Job seeker contacts will place emphasis on identification of and services provided to all WIN Job Center customers. Mystery Shopping must be performed anonymously; that is, neither the identity of the shopper, the purpose of the contact, nor any other information regarding this project will be revealed to anyone other than contact staff at MDES until the written summary report has been issued.

The contractor will provide to MDES a detailed written summary report of experiences encountered with each center, to include observations, evaluations, conclusions, identification of strengths and weaknesses, and recommendations for better service.

The contractor will be available to meet with representatives of the WIN Job Centers and/or the MDES, as determined by the MDES staff, to present the written summary report and recommendations.

The contractor will complete all Mystery Shopper activities no later than June 15, 2007 and will provide the requested written information and a bill for services rendered no later than June 30, 2007 unless other

arrangements are mutually agreed upon, in which case such modification will be provided in writing by MDES.

## **DURATION**

The term of the Contract shall be from April 13, 2007 through June 30, 2007. The period of performance under the initial contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by the MDES.

## **RELATIONSHIP OF PARTIES**

It is expressly understood and agreed that MDES enters into a contract with a vendor based on the purchase of personal services and not based on an employer-employee relationship or a joint venture relationship. For all purposes under this contract:

1. The Contractor shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDES. Contractor will be an Independent Contractor.
2. Amounts paid to the Contractor under a contract will be paid as a gross sum with no withholdings or deductions being made by MDES for any purpose.

## **CONTRACT ADMINISTRATION**

The contract awarded subsequent to this solicitation shall be administered by the MDES. All invoices submitted by the Contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Chief Fiscal Officer  
Mississippi Department of Employment Security  
P.O. Box 1699  
Jackson, MS 39215-1699

Contractor will accept all payments in United States currency via the State of Mississippi's electronic and remittance vehicle. MDES agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MDES within forty-five (45) days of receipt of invoice.

## **COMPENSATION FOR SERVICES**

Compensation for the services will be in the form of a fixed-price agreement. Contractor will bill upon completion of services. The Contractor understands and agrees that MDES is exempt from the payment of taxes.

## **FUNDING AWARD TO VENDOR**

The funding for this project is available through a collaboration of funds from the Workforce Investment Act (WIA), Wagner Peyser/Labor Exchange and Unemployment Insurance. Each line item of proposed cost will be evaluated by comparisons with other offers and with market prices. In all cases, the vendor is advised to make the most cost-effective offer because all proposals will be compared to determine the most cost-efficient budget.

The contract amount will be based on the proposed amount and will be an all inclusive amount.

## **INSURANCE**

Prior to the start of the contract period, the Contractor must provide the MDES with certificates from its insurer(s) certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Such insurance shall, at a minimum, include the following types of insurance and coverage limits:

- (A) Comprehensive General Liability - \$1 million each occurrence, with MDES added as an additional insured
- (B) Workers Compensation
- (C) Employee Dishonesty Bond Insurance with third party liability coverage and with limits of \$100,000.00

## **SCHEDULE**

<b>DATE</b>	<b>EVENT</b>
<b>February 9, 2007</b>	<b>RFP released and advertised</b>
<b>February 22, 2007 2:00 P.M. CST</b>	<b>Questions on RFP due to MDES</b>
<b>February 27, 2007</b>	<b>Answers to questions from MDES</b>
<b>March 2, 2007 2:00 P.M. CST</b>	<b>Proposal due date</b>
<b>April 13, 2007</b>	<b>Tentative date for award announcement</b>

<b>June 15, 2007</b>	<b>Mystery Shopping Visits Completed</b>
<b>June 30, 2007</b>	<b>Written reports and invoice for services rendered submitted</b>

Three copies of the proposal must be submitted with a cover letter signed by the individual who is legally authorized to commit the organization.

The contents of the proposal must follow the order shown under SUBMISSION REQUIREMENTS.

### **CRITERIA FOR RATING PROPOSALS**

Only proposals that are submitted by the deadline and meet the criteria in this RFP will be considered for rating. Each eligible proposal will be evaluated and assigned a score based on Demonstrated Effectiveness / Expertise, Implementation Plan and Product. If the sum of the scores is below 50 points, the proposal will be rejected. If the sum of the scores equals or exceeds 50 points, then the Costs will be evaluated and the total score will be assigned to the proposal.

#### **1. Demonstrated Effectiveness / Expertise (40 points)**

- a. Ability to perform the Mystery Shopping services as reflected by education; specialized knowledge of WIA and “one-stop” centers authorized under the Act; understanding of the concepts of continuous improvement and customer satisfaction functions as they relate to “one-stop” centers; demonstration of working knowledge of the principles and objectives of the “one-stop” center system; professional credentials of the organization’s principals and potential shoppers; certifications; and similar experience providing on-site “one-stop” center Mystery Shopping services as described in this RFP. **(25 points)**
- b. Reputation of the organization and staff based on confirmation of references to determine similar experiences, satisfactory record of integrity and business ethics, and skills to perform the work. **(10 points)**
- c. Inclusion of Federal Employer Identification Number or Social Security Number and copy of cover page and signature page from the vendor’s charter, articles of incorporation, or similar document. **(5 points)**

#### **2. Implementation Plan (15 points)**

- a. Significant aspects of the task addressed in sufficient detail. **(10 points)**
- b. Methods to coordinate with MDES during the course of the task from initiation to final report. **(5 points)**

#### **3. Product (30 points)**

- a. Evaluation tools and process to be used by Mystery Shoppers. **(10 points)**
- b. Written report format and data/information elements to be included in report. **(20 points)**

**4. Costs**

**(15 points)**

- a. Itemized costs for all items on Budget Page; explanations of all costs. (5 points)
- b. Signature of the individual legally authorized to make commitments certifying that costs are accurate, complete, and current. (2 points)
- c. Costs are reasonable and are efficient compared to other offers. (8 points)

**SUBMISSION REQUIREMENTS:**

1. **PROPOSAL SUBMISSION REQUIREMENTS:** Submit **three copies** of the full proposal by **March 2, 2007 at 2:00 P.M. CST** to the address below. PLEASE NOTE: Faxed or e-mailed documents will not be accepted. (Indicate “**Mystery Shopping**” on the envelope.) **Vendors may mail the proposals to the following:**

Charles Touchstone  
Director, Procurement and Other Services  
Mississippi Department of Employment Security  
P.O. Box 1699  
Jackson, MS 39215-1699

**OR hand deliver:**

Charles Touchstone  
Director, Procurement and Other Services  
Mississippi Department of Employment Security  
1235 Echelon Parkway  
Jackson, MS 39213

It is suggested that if a proposal is mailed to the MDES, it should be posted in certified mail with a return receipt guaranteed. The MDES will not be responsible for mail delays or lost mail. Label proposals “Sealed Proposal-Do Not Open”.

- a. Proposals shall be submitted in sealed envelopes or packages addressed to the Department specified above.
- b. One (1) original and two (2) copies shall be submitted.
- c. Receipt or acceptance of a proposal does not imply commitment or obligation on the part of the State of Mississippi to fund any proposal submitted.



- d. The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. **Proposals and modifications or corrections thereof received after the closing time specified will not be considered.** Any proposal received subsequent to the specified date and time will be returned to the prospective Contractor unopened. The proposal must be signed by a company official with authorization to bind the Contractor to its provisions.
- e. Proposals submitted by wire, e-mail, electronic format, or phone will not be accepted. Proposals are to be submitted in writing with appropriate certification signatures as indicated.
- f. All proposal material submitted in writing shall become the property of the MDES.
- g. Proposals will not be opened publicly. Proposals will be made available for inspection only after award of contract.
- h. The proposal shall be valid for at least 60 days subsequent to the proposal opening.

This RFP is issued for the State of Mississippi by the MDES. The MDES reserves the right, without qualifications, to select any proposal as a basis for negotiation, to reject all proposals not meeting minimum requirements and to exercise its discretion and apply its judgment with respect to any proposal submitted. The MDES also reserves the right to make a contract award based on the submitted proposals and interviews conducted without conducting additional discussions and to interview additional offerors if considered necessary by MDES.

- 2. **INSTRUCTIONS:** To prepare an acceptable proposal, the following items should be completely described:

- a. **Demonstrated Effectiveness / Expertise:**

- (1) Provide vendor's name, address, phone number, and e-mail address.
    - (2) For the staff to be assigned the Mystery Shopping assignments: Provide a description of the education; specialized knowledge of WIA and "one-stop" centers authorized under the Act; understanding of the concepts of continuous improvement and customer satisfaction functions as they relate to "one-stop" centers; demonstration of working knowledge of the principles and objectives of the "one-stop" center system; professional credentials; certifications; and similar experience providing on-site "one-stop" center Mystery Shopping services.
    - (3) List three references who can verify the vendor's quality services and ethical business practices and can speak to the vendor's expertise in providing the services requested. The name, address, and phone number for each reference must be included.

- (4) Provide the Federal Employer Identification Number or Social Security Number for the vendor.
- (5) Include a copy of the cover page and signature page from the vendor's charter, articles of incorporation, or similar document, if applicable.

**b. Implementation Plan:**

- (1) Describe in detail the significant aspects of the Mystery Shopping tasks to be performed.
- (2) Describe methods of coordinating the process with the MDES staff.

**c. Product**

- (1) Include description or samples of the evaluation tools and process to be used.
- (2) Include a description of the written report format and a detailed description of the data/information elements to be included in the report.

**d. Costs**

- (1) The vendor must submit a line item budget for all costs associated with the Mystery Shopping process. For each line item of cost, include a brief statement explaining the basis for computing the costs.
- (2) The vendor shall include a Cost Certification, a written statement to certify that to the best of the vendor's knowledge and belief, the cost data are accurate, complete, and current at the time of submission. The Cost Certification must be signed by the individual who is legally authorized to make commitments.

### **3. Scope of Services**

It shall be incumbent upon all offerors to understand the provisions of the scope of services and to obtain clarification prior to the date set for the receipt of proposals. Offerors are responsible for following up to see that any correspondence or communications are properly received.

### **4. Response to Inquiries**

All questions pertaining to this RFP must be submitted in writing to the above address by 2:00 P.M. CST February 22, 2007. Inquiries may also be submitted via email to [ctouchstone@mdes.ms.gov](mailto:ctouchstone@mdes.ms.gov) or by fax to (601) 321-6060 and must be received by MDES by the date indicated above. Questions submitted after this date will not be considered. Vendors shall provide an email address or fax number for MDES to direct the consolidated "question and answer" document. MDES answers will be provided in writing and transmitted via email or fax

to all prospective vendors who are known to have received a copy of the original RFP. The RFP and the consolidated “question and answer” document will be posted on the MDES website ([www.mdes.ms.gov](http://www.mdes.ms.gov) then click on *RFPs and Bid Notices*). Only answers transmitted in this manner will be considered official and valid by the MDES. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any State or Agency employee or contractor.

## **5. Proprietary Information/ Mississippi Public Records Act**

Proposals will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Requests to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDES policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61-1 et seq., of the Mississippi Code and exceptions found in Sections 25-61-9 and 79-23-1.

## **6. Acceptance of Proposals**

The MDES reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is one that does not affect the cost stated in the proposal, give one party an advantage or benefit not enjoyed by all parties or adversely impact the interest of the MDES. Waivers, when granted, shall in no way modify the RFP requirements or excuse a party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

## **7. Rejection of Proposals**

Any proposal may be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Personal Service Contract Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

- a. The proposal contains unauthorized amendments to the requirements of the RFP.
- b. The proposal is conditional.
- c. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
- d. The proposal is not signed by an authorized representative of the party.
- e. The proposal contains false or misleading statements or references.
- f. The offeror is determined to be non-responsible.
- g. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
- h. The proposal price is clearly unreasonable.

- i. The proposal is not responsive, i.e., does not conform in all material aspects to the RFP.
- j. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternative or other acceptability criteria set forth in the RFP.

## **8. Disposition of Proposals**

All submitted proposals become the property of the State of Mississippi.

## **9. Conditions of Solicitation**

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDES to execute a contract with any party. The MDES reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDES.

Before preparing the proposal, all parties should note:

- a. The MDES will not be liable for any costs associated with the preparation of proposals.
- b. The award of a contract for any proposal is contingent upon the following:
  - 1) favorable evaluation of the proposal
  - 2) approval of the Personal Service Contract Review Board
- c. Contracted parties will be required to assume full responsibility for all specified services and may subcontract only as specified in the RFP.

## **10. Withdrawal of Proposals**

Proposals may be withdrawn by written notice received at any time before award.

## **11. Proposal Modifications**

Any requests to modify proposals must be submitted in writing by the Primary offeror. All requests for modification must be submitted prior to the application submission deadline.

## **12. Amendments to Proposal Specifications**

The MDES reserves the right to issue amendments to these guidelines. If it becomes necessary to amend said guidelines, the MDES will provide copies of the amendments to all persons that requested a copy of the RFP.

### **13. Acknowledgement of Amendments**

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the MDES by the time and at the place specified for receipt of proposals.

### **14. Information Regarding References**

It is understood and agreed that the MDES reserves the right to request information relative to references.

### **15. Availability of Funds**

If any contract ensues from this RFP and subsequent procurement process, it is understood and agreed between the contracting parties that the Agency shall be bound only to the extent of the funds available or which may become available for the purpose to this solicitation.

### **16. Award**

The award, if made, will be by the Agency within sixty (60) days after opening the proposals. After the award is made by the Agency, a contract will be forwarded to your company for approval and execution. Actions taken by a proposer prior to the final approval of the contract will be at the Proposers "OWN RISK" and the MDES will not be held liable for such action. In the event the successful Offeror fails to accept and sign the mutually negotiated contract, that Offeror shall be disqualified and the MDES shall initiate negotiations with the next highest ranked Offeror or cancel the procurement.

### **17. Equal Opportunity**

Contracts, grants, loans, purchases and all other financial transactions are administered by the MDES equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, the Offeror understands that the MDES is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other unlawful consideration. During the term of the contract, the Contractor must strictly adhere to this policy in its employment practices and provision of services.

### **18. Applicable Laws**

The Offeror is responsible for complying with all applicable federal, state, and local laws and regulations.

## **19. Governing Law**

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the courts of Jackson, Hinds County, Mississippi.

## **20. Representation Regarding Gratuities**

The offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

## **21. Certification of Independent Price Determination**

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any consultation, communication or agreement with any other offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed. .

## **22. Procurement Regulations**

Any resulting contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

## **23. Subcontracting**

If a contract is awarded, the contractor will be the Prime Contractor. If the proposer plans to have subcontractors, all subcontractors must be listed in the proposal. If approved, the Prime Contractor shall be responsible, in total, for all work of subcontractors, if any. MDES must provide written approval to a vendor before a third-party agreement is developed to further the purposes or goals of the contract. If a vendor receives approval to provide funds to a third party, a contract shall be formally executed in writing and shall be legally binding on both parties. Copies of all third-party agreements and any subsequent modifications shall be provided to MDES.

## **24. Contract Documents**

Prospective Contractors are advised that this RFP and their proposal, should it be accepted, will become part of the final contract. Precedence of contractual documents will be Contract, RFP, and Proposal (as accepted).

## **ATTACHMENT A: VENDOR STATEMENT OF COMPLIANCE**

### **Prospective Contractor's Representation Regarding Contingent Fees**

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this contract.

### **Debarment**

The prospective Contractor certifies as a part of such Contractor's proposal that such Contractor is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contract issued by any political subdivision or agency of the State.

By submission of this proposal, I have agreed to adhere to **all conditions and requirements**, as set forth in the MDES Request for Proposal, including all the contract conditions contained in the draft contract enclosed. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my proposal relative to this procurement action. I have submitted appropriate documentation and completed proposal form(s) as necessary to substantiate this evaluation. If inadequate, my proposal will not meet the proposal requirements and will be evaluated as "Not Meeting Specifications."

To concur, sign below:

OFFEROR: \_\_\_\_\_ Date: \_\_\_\_\_

Personal Services Contract between \_\_\_\_\_  
And the Mississippi Department of Employment Security

This Personal Services Contract (hereinafter referred to as "Contract") is entered into by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (hereinafter referred to as "Contractor") and Mississippi Department of Employment Security having its principal place of business at 1235 Echelon Parkway, Jackson, MS 39213 (hereinafter referred to as "MDES" or "State").

This Contract sets forth the terms and conditions pursuant to which Contractor shall provide certain personal services for the benefit of MDES.

### **Article 1 Term of Agreement**

The term of the Contract shall be from April 13, 2007 through June 30, 2007. The period of performance under the initial contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by the MDES.

### **Article 2 Scope of Services**

The Contractor will perform Mystery Shopping on the forty WIN Job Centers located in the Delta, Mississippi Partnership, Southcentral Mississippi Works, and Twin Districts Workforce Investment Areas and the MDES Call Center located in Jackson.

The Contractor will meet with MDES state office staff (in person or by telephone) to discuss details of the mystery shopping activity and to receive final detailed instructions. As part of this process, the contractor will also share his/her knowledge, suggestions and experience to help make the activity more valuable. The MDES staff will NOT provide detailed training to the contractor on the functions of mystery shopping or the principles of the one-stop career center system. This prior knowledge is the responsibility of the contractor.

The contractor will make personal and telephone contact as a job seeker, telephone contact as an employer with each of the forty WIN Job (one-stop) Centers. The contractor will make telephone contact with the Call Center. The contractor should pose as a customer seeking service, for the purpose of identifying strengths and weaknesses of services, facilities, information and resources, processes, customer service and other pertinent items.

These contacts must be sufficient to make reasonable contact with a variety of staff providing service at the WIN Job Centers representing different partner organizations/programs and sufficient to determine the quality of service provided. Job seeker contacts will place emphasis on identification of and services provided to all WIN Job Center customers. Mystery Shopping must be performed anonymously; that is, neither the identity of the shopper, the purpose of the contact, nor any other information regarding this project will be revealed to anyone other than



contact staff at MDES until the written summary report has been issued.

The contractor will provide to MDES a detailed written summary report of experiences encountered with each center, to include observations, evaluations, conclusions, identification of strengths and weaknesses, and recommendations for better service.

The contractor will be available to meet with representatives of the WIN Job Centers and/or the MDES, as determined by the MDES staff, to present the written summary report and recommendations.

The contractor will complete all Mystery Shopper activities no later than June 15, 2007 and will provide the requested written information and a bill for services rendered no later than June 30, 2007, unless other arrangements are mutually agreed upon, in which case such modification will be provided in writing by MDES.

### **Article 3 Resources**

This Contract authorizes services at a fixed price during the performance of this contract.

### **Article 4 Consideration and Method of Payment**

The consideration will be the fixed price paid to the Contractor for the performance of this Contract. Contractor will bill MDES after all work pertaining to this contract has been completed.

MDES agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that MDES is exempt from the payment of taxes. All payments shall be in the United States currency.

Acceptance by Contractor of the payment from MDES shall operate as a release of all claims against the State by Contractor.

### **Article 5 Employment Status**

Contractor shall, during the entire term of this Contract, be construed to be an Independent Contractor. Nothing in this Contract is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

Contractor represents that it is qualified to perform the duties to be performed under this Contract. Moreover, Contractor agrees that he/she will be the sole performer of the duties to be performed under this Contract.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDES for any purpose from said Contract sum.

#### **Article 6 Insurance**

Independent Contractor represents that it will maintain workers' compensation insurance, which shall inure to the benefit of all Independent Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and employee dishonesty bond insurance with minimum limits of \$100,000.00. All general liability, professional liability and employee dishonesty bond insurance will provide coverage to the State of Mississippi as an "insured". Contractor must provide the MDES with certificates from its insurer(s) certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. The MDES reserves the right to request from carriers, certificates of insurance regarding the required coverage.

#### **Article 7 Modification or Renegotiation**

This Contract may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Contract if federal and/or state revisions of any applicable laws or regulations make changes in this Contract necessary. All modifications or amendments to this Contract must be approved by the Personal Service Contract Review Board.

#### **Article 8 Availability of Funds**

It is expressly understood and agreed that the obligation of MDES to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds, or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. MDES shall pay all actual costs and expenses incurred by the Contractor up to the point of termination of this agreement. The effective date of termination shall be as specified in the notice of termination.

## **Article 9 Applicable Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state and local laws and regulations.

## **Article 10 Approval**

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this Contract.

## **Article 11 Contract Documents**

The Contractor is advised that the RFP and their proposal as accepted *is incorporated fully within and* is part of the final Contract. Precedence of Contractual documents will be Contract, RFP, and Proposal (as accepted).

## **Article 12 Hold Harmless**

To the fullest extent allowed by law, Contractor agrees to indemnify, defend, save and hold harmless, protect, and exonerate MDES, the State, its officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, and attorney's fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, or employees in the performance of or failure to perform this Contract.

## **Article 13 Representation Regarding Contingent Fees**

The Contractor represents that it has not retained a person to solicit or secure a State Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

## **Article 14 Representation Regarding Gratuities**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

## **Article 15 Procurement Regulations**

The Contract shall be governed by the applicable provisions of the Personal Service Contract  
Mystery Shopping  
MDES  
RFP 07-08  
February 9, 2007

Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

#### **Article 16 Authority to Contract**

Contractor warrants that he/she has valid authority to enter in to this Contract; that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, Contractual or other agreement of any kind, and notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

#### **Article 17 Notice**

Any notice required or permitted to be given under this Contract shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their business address listed herein. MDES address for notice is: Ms. Tommye Dale Favre, Executive Director, MDES, 1235 Echelon Parkway, Jackson, MS 39213. Contractor address for notice is: \_\_\_\_\_. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **Article 18 Disputes**

Any dispute concerning a question of fact under this Contract which is not disposed of by agreement of the Contractor and MDES, shall be decided by the Executive Director of MDES or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **Article 19 Compliance with Laws**

The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

## **Article 20 Stop Work Order**

1. **Order to Stop Work** The State may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of cost allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDES shall either:
  - (a) cancel the stop work order; or
  - (b) terminate the work covered by such order as provided in the Termination section of this Contract.
2. **Cancellation or Expiration of the Order** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:
  - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
  - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the State decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
3. **Termination of Stopped Work** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price Clause** Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Modification or Renegotiation section of this Contract.

## **Article 21 Sovereign Immunity**

By entering into this Contract with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

## **Article 22 Confidential Information**

Contractor shall treat all MDES data and information to which it has access by its performance under this Contract as confidential to the extent that confidential treatment of same is required under federal and/or state law and shall not disclose such data or information to a third party without specific written consent of MDES. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform MDES and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of this Contract.

## **Article 23 Ownership of Documents and Work Products**

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of MDES upon completion of this Agreement or upon termination of this Agreement. MDES hereby reserves all rights to the databases and all application thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDES.

## **Article 24 Survival**

Any articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

## **Article 25 Debarment and Suspension Certification**

Contractor certifies that he: (a) is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) is not presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) has not, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

## **Article 26 Termination**

Notwithstanding any other provision of this Contract to the contrary, this Contract may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) MDES shall be entitled to terminate, in addition to all other rights, this Contract at any time during the Contract. MDES shall provide Contractor with written notice of termination and shall pay all Contractor invoices representing services performed, through the date of termination; (c) Contractor shall be entitled to terminate the Contract with a minimum of two-week prior notice. The provisions of this section do not limit either party's right to pursue any other remedy available at law or equity.

For the faithful performance of the terms of this Contract, the parties have caused this Contract to be executed by their undersigned representatives.

This Contract has been entered into and executed by the parties hereto in duplicate originals.

Mississippi Department of Employment Security

By: \_\_\_\_\_  
Ms. Tommy Dale Favre  
Executive Director

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**SEE WORKFORCE INVESTMENT AREAS MAP INCLUDED AS A SEPARATE PDF FILE.**